



## TERMS AND CONDITIONS

### 1. Deliverables

The contract will be for the delivery of services on behalf of The Laois County Enterprise Board Limited. The work of the supplier shall be deemed to be carried out in the Republic of Ireland and shall be governed by the laws of the Republic of Ireland.

#### 1 (a) Changes to invitation to tender

The Laois Co. Enterprise Board Limited reserves the right to update or alter the information contained in this document at any time, but not later than seven (7) days before the closing date of the receipt of tenders. Participating tenderers will be so informed, should the need arise

### 2. Submission of Tenders

All individuals/organisations wishing to tender should send in a written proposal in the format specified in Appendix 1.

#### 2 (a) Freedom of Information

Information supplied in respect of this tender may be disclosed by the Laois Co. Enterprise Board under the terms of the Freedom of Information Act, provided it is not exempt from disclosure under that Act (e.g. personal information or commercially sensitive information where the public interest in non-disclosure outweighs the public interest in disclosure). Tenderers are invited on the tender form to indicate if they consider any information supplied to be sensitive. Under s. 29 of that Act, any tenderer must be consulted by the Laois Co. Enterprise Board before any decision to disclose such information is taken.

#### 2 (b) Conflict of interest

Any registrable interest involving the contractor and the Laois Co. Enterprise Board, its staff or their relatives must be fully disclosed in the response to this Invitation to Tender, or should be communicated to the Laois Co. Enterprise Board immediately upon such information becoming known to the contractor. In any case, such information must be made available prior to the award of the contract. The terms "registrable interest" and "relative" shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose an interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

Any other conflicts of interest which arise must also be fully disclosed to the Laois Co. Enterprise Board Limited.

### 3. Timescale for submission of tenders

The closing date for receipt of completed tenders is **5pm, Friday, 30<sup>th</sup> July 2010**. Tenders which are delivered late will not be considered. Incomplete tenders will not be considered.

### 4. Costs

Your price and proposal (which is subject to PSWT) should be inclusive of all 3 Phases. Tenders will not be considered for individual phases. The costs for proposals should be a fixed sum, to include costs of labour, printing, materials, travel and other expenses. The Laois Co. Enterprise Board shall not be liable for any costs incurred in the preparation of tenders.

## **5. Payments**

Payment for all goods and services supplied will be made on the submission of appropriate invoices, in accordance with the Prompt Payment of Accounts Act 1997, as amended by the European Communities (Late Payment in Commercial Transactions) Regulations 2002 (SI 388/2002). The payment schedule and invoicing arrangements will be agreed with the successful tenderer following their selection.

The Laois Co. Enterprise Board Limited retains the right to withhold payment, where a contractor has failed to meet his or her contractual obligations in relation to the delivery of goods/services to an acceptable level of quality.

### **5 (a) Tax Clearance Certificate**

Before a contract is awarded, the successful tenderer and any sub-contractors will be required to produce a current valid Tax Clearance Certificate, and if the Certificate should expire within the course of the contract, a new certificate will be required. A successful non-resident tenderer will be required to produce a Statement of Suitability from the Irish Revenue Commissioners. All payments under the contract will be conditional on the tenderer being in possession of a valid certificate at all times.

### **5 (b) Withholding tax**

In accordance with Government requirements, payment of certain fees on foot of this contract may be subject to Professional Services Withholding Tax, as laid down by the Revenue Commissioners.

## **6. Ineligibility under EU rules**

Tenderers to whom any of the circumstances listed in paragraph 1 of Article 20 of EU Council Directive 93/36/EEC (coordinating procedures for the award of public supply contracts) apply will be excluded from this competition. These circumstances are outlined at Appendix 2. (Broadly, these circumstances are bankruptcy, professional misconduct and failure to pay taxes or social security contributions.)

The suitability of tenderers not so excluded will then be checked by reference to the supplier's financial and economic standing and technical capacity in accordance with the said Directive.

Tenders not so excluded will be initially evaluated by reference to the following qualification criteria:

1. completeness of tender documentation;
2. stated ability of tenderer to meet the requirements set out in this request for tenders.

Only those tenders which meet both of the above qualifying criteria will be eligible for inclusion in the award process.

## **7. Evaluation of tenders**

The successful applicant will be determined on the basis of the most economically advantageous tender, following an evaluation process by the Laois Co. Enterprise Board, on the basis of the following criteria (weights in brackets):

- Comprehensiveness and quality of approach (30%)
- Value for money (40 %)
- Expertise, experience and resources allocated (30 %)

The Laois Co. Enterprise Board may shortlist tenders for interview on the basis of the written tenders before taking a final decision on tender selection. The Laois Co. Enterprise Board is not obliged to accept the lowest, or any, tender.

The Laois Co. Enterprise Board may decide, following evaluation of tenders, not to proceed or to proceed with a limited number of elements of the proposed study.

## **8. Ownership**

The Laois Co. Enterprise Board Limited will remain the sole owner of all end-products including, but not limited to reports, manuals or other documentation, programmes, information, etc., irrespective of whether or not the project is terminated, prior to its completion.

Any queries in relation to this tender should be addressed to: CEO, Laois Co. Enterprise Board, Portlaoise Enterprise Centre, Clonminam Business Park, Portlaoise ; email [maria@laoisenterprise.com](mailto:maria@laoisenterprise.com)

## **Appendix 1**

### **Required format of tenders**

All tenders received must be submitted using the following headings.

**Preliminary:** Name, address, telephone number, fax number and email address of tenderer. General information on the structure of the organization. Name of contact person dealing with the tender. Similar information for sub-contractors involved in the tender. Statement of whether or not the tendering organization possesses the Excellence Through People accreditation.

**1. General approach and methodology proposed**

**2. A list of the areas to be addressed in each element of the programme.**

**3. The proposed time-frame for delivery, and tender validity period.**

**4. The fixed price cost of the contract in Euro, to include VAT (where applicable)**

**5. A costing of the different elements of the programmes if applicable.**

The Laois Co. Enterprise Board Limited may decide to proceed with some or all elements of the programmes.

**6. Statement of tenderer's capability to undertake the work, and, if appropriate, statement of tenderer's accreditation under the Excellence Through People standard.**

**7. Names of referees for whom previous similar work has been undertaken.** References in respect of previous contracts may be sought from short-listed tenderers.

**8. The personnel to be devoted to the task,** together with an indication of other relevant expertise and experience available to the tenderer.

- For each member of the delivery team list: name, organisation, role and hours assigned.
- Attach a CV showing relevant expertise, experience, achievements of each member of the delivery team.
- Contact details to be supplied of any third party involved in the tender together with a description of the element of contract to be fulfilled by any third-party.
- Confirmation that the tenderer complies with statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements.

**9. Other resources, if any, to be applied.**

**10. Details of project management** to ensure that the objectives are achieved on time and within budget, together with proposed reporting arrangements to the Laois Co. Enterprise Board Limited.

### **11. Statement of eligibility**

Tenders should include a statement addressing eligibility, e.g.

None of the excluding circumstances (a) through (f) listed in Article 29 of Council Directive 92/50/EEC (Coordinating Procedures for the Award of Public Service Contracts) apply.

Signed:

On behalf of:

Date:

### **12. Freedom of Information declaration**

Tenders should include a statement addressing Freedom of Information, e.g.

*I understand that information about this tender not identified as sensitive may be released in response to a request under the Freedom of Information Act 1997. The Laois Co. Enterprise Board Limited is obliged under the Act to consult with this organisation prior to any decision to release such information*

Signed:

On behalf of:

On behalf of:

Date:

### **13. Disclosure of conflicts of interest, if any – include either A or B**

A. There is no conflict of interest in relation to this tender

Signed:

On behalf of:

Date:

B. The following interest(s) is/are declared in relation to this tender:

Signed:

On behalf of:

Date:

## Appendix 2

Extract from Article 20, Paragraph 1 of EU Council Directive 93/36/EEC of 14<sup>th</sup> June 1993 co-ordinating procedures for the award of public supply contracts:

### Article 20

1. Any supplier may be excluded from participation in the contract who:

- is bankrupt or is being wound up, whose affairs are being administered by the court, who has entered into an arrangement with creditors, who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulations;
- is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations;
- has been convicted of an offence concerning her or his professional conduct by a judgment which has the force of *res judicata*;
- has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which she or he is established or with those of the country of the contracting authority;
- has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which she or he is established or those of the country of the contracting authority;
- is guilty of serious misrepresentation in supplying the information required under this Chapter.



Ireland's EU Structural Funds  
Programmes 2007 - 2013

Co-funded by the Irish Government  
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